

Instructions and Requirements for Program Submission

1. Program is accompanied by a CCTV Program Contract signed by the program provider and is delivered to CCTV staff no later than noon, three weeks prior to first desired cablecast date, unless special arrangements are made with CCTV staff.
2. Program meets or exceeds technical requirements and is properly labeled, including run time on case.
3. Specific cablecast time decisions are made by CCTV according to the Rules and Procedures.
4. Program may be retrieved by producer three business days after cablecast; after cablecast and while the tape is at CCTV, the program will be available for viewing upon request by members of the general public.
5. In the event that CCTV receives a complaint which indicates that the program contract has been violated, producer agrees to postponing playback until CCTV can verify contract compliance.

Warranty Agreement

I, the undersigned, warrant and represent to Capital Community Television (CCTV) that the above program submitted by me contains none of the following:

1. any material that is libelous, slanderous, other defamation of character; or material that is an unlawful invasion of privacy;
2. any material that violates state or federal law relating to obscenity;
3. any material contrary to local, state, or federal laws;
4. any advertising or material that promotes any product or commercial service;
5. any solicitation, appeal for funds or event prices;
6. any unlawful use of copyrighted material.

I Further Warrant That:

1. *If my program contains potentially objectionable material that would cause it to be rated **TV14** in accordance with the **TV Parental Guidelines of the TV Parental Guidelines Board**, including intense violence, intense sexual situations, strong coarse language, or intensely suggestive dialogue, I will schedule the program on the Community Voices channel between the hours of 11 p.m. and 5 a.m.; will identify the program as **TV14**; and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: **“Viewer Advisory: The following program, identified as TV14, contains material which some viewers may find objectionable or inappropriate for children.”** *Program providers must use the viewer advisory provided by CCTV without alteration.*
 *If my program contains any material that would cause it to be rated **TVMA** in accordance with the **TV Parental Guidelines of the TV Parental Guidelines Board** including graphic violence, explicit sexual activity, or crude indecent language, I will schedule the program on the Community Voices channel between the hours of 1:00 a.m. and 4:00 a.m.; will identify the program as **TVMA**; and will provide a 15 second, easily readable viewer advisory immediately prior to the beginning of the program stating: **“Viewer Advisory: The following program, identified as TVMA, is for mature audiences only, may be unsuitable for children under the age of 17 and contains material which some viewers may find objectionable.”** *Program providers must use the viewer advisory provided by CCTV without alteration.*
 *If my program contains potentially objectionable material identified as **Extreme Violence or Degradation** I will schedule the program on the Community Voices channel between the hours of 11 p.m. and 5 a.m.; will identify the program as containing **Extreme Violence or Degradation** on the program contract; and will include a 15 second, easily readable viewer advisory immediately prior to the beginning of the program, stating: **“Viewer Advisory: The following program, identified as containing extreme violence or degradation, contains material which some viewers may find objectionable or inappropriate for children.”** *Program providers must use their viewer advisory by CCTV without alteration.*
2. I have fully adhered to CCTV's Rules and Procedures, and have included a program credit no less than five seconds in length which displays my name in a legible font. I have provided credit information and sponsorship credit according to CCTV's Rules and Procedures.
3. My program does not violate ORS Section 163.665 to 163.690, ORS Section 167.060 to 167.095, or any other section of Oregon State Law relating to obscenity. I agree, further, to the extent allowed by law, to indemnify and save harmless CCTV, the Mid-Willamette Valley Cable Regulatory Commission the City of Salem, Marion County, the Council of Governments, Comcast and any of their employees, officers, Board of Directors, stockholders, etc., from any and all claims, demands, damages or other liabilities which may be made against or arise out of the cablecast of the program submitted by me whether or not the program has been reviewed by CCTV prior to cablecast. I am aware that Section 639 of the Federal Cable Communications Policy Act of 1984 provides that:

Whoever transmits over any cable system any matter which is obscene or otherwise unprotected by the Constitution of the United States shall be fined not more than \$10,000 or imprisoned not more than 2 years, or both.

Unless otherwise indicated, CCTV has my permission to make copies of my program for interested parties at CCTV's posted service rate, and to schedule my program additional time to meet channel needs. CCTV has the right to make copies of my program for CCTV use.

These warranties and representations are made by me in order that this program be cablecast free of charge on CCTV managed Public, Educational and Government (PEG) access channel(s). I accept full responsibility for the content of this program, and further warrant that I have the authority, as local producer or sponsor, to submit this program for cablecast. I also understand that this program contract is subject to the Oregon Public Records Law and may be released as a public document.

PROGRAM PROVIDER CONTACT INFORMATION: CCTV reserves the right to refer members of the public to the program provider. Upon requesting information, a member of the public is entitled to the *on-file contact information* of a program provider. A program provider may designate telephone and email contact different than home contact information as long as the contacts are actively monitored and responded to. Upon submitting a public information request, a member of the public is entitled to copies of program or equipment contracts. The program provider, whose record is requested, is entitled to a copy of the public information request.

IN SIGNING THIS CONTRACT, THE PROGRAM PROVIDER WARRANTS THAT S/HE HAS READ AND UNDERSTANDS THE CCTV RULES AND PROCEDURES.

SIGNATURE: _____

ADDRESS	PHONE	EMAIL
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PARENT SIGNATURE IF MINOR: _____

SPECIAL INSTRUCTIONS:

